

PROTECTIVE COVENANTS

1. All lots are limited to single family residences and appropriate outbuildings. The use of said premises shall be restricted to the construction of one single family dwelling, with an attached or detached garage and appropriate outbuildings. No garage or outbuilding or part of the same shall be used as a residence at any time, either before or after construction of the single family residence. An appropriate outbuilding may only be used as a guest cottage with the prior approval of The Coves of Sundown Lake Owners Association.

2. No "single-wide" mobile homes, no manufactured homes with metal frame and axles. Modulars are allowed with permanent foundation.

3. Campers, fifth-wheelers, motor coaches, motor homes and similar recreational vehicles are not permitted on the property unless attended within a 48-hour period.

4. Unregistered or abandoned vehicles, trash, or junk may not remain on the property.

5. No construction of any dwelling or accessory building shall commence on a portion of the subject property before the architectural plans are provided to the Chairperson of The Coves of Sundown Lake Owners Association and the Association has delivered written approval of all such plans to the Lot Owner. The exterior of all structures shall be made out of stone, concrete, wood, brick, stucco, metal with a permanent painted finish or vinyl. All exterior surfaces shall be of earthtone colors which are harmonious with the surrounding environment. Architectural designs must be consistent with the general nature of the architecture within the Subdivision. In an effort to enhance property owners' supervision of their hired contractors, a \$2500.00 damage deposit check, made payable to The Coves of Sundown Lake Damage Deposit Account, must accompany all plans submitted to the Chairperson of The Coves of Sundown Lake Owners Association for review. The Party submitting any plans shall hereafter be called the "Applicant". This \$2500.00 damage deposit check shall be deposited in an interest bearing account upon written approval of the plans by the Association. All interest from the funds shall be applied to the cost of maintaining the account with any excess used to offset the normal operating expenses of The Coves of Sundown Lake Owners Association. Should there be damage from Applicant's construction activities to any roads, common areas or lots owned by others, the Chairperson of The Coves of Sundown Lake Owners Association shall obtain an estimate of the repair costs and apply the deposit to the repairs. Copies of the estimate shall be available to the Applicant and the owner(s) of the damaged property upon request. The damage deposit minus any repair costs shall be refunded to the Applicant when the Chairperson of The Coves of Sundown Lake Owners Association determines that all construction and landscaping has been completed in accordance with the approved plan. The Chairperson of The Coves of Sundown Lake Owners Association will issue a written "Stop Work Order" for violations of the following Requirements:

- a) All construction must be substantially in accordance with the approved plans. No changes or additions are allowed without prior approval of The Coves of Sundown Lake Owners Association.
- b) All construction sites must be maintained in a workmanlike manner with debris and trash confined to a trash receptacle of appropriate size. Trash or debris left on the lot for a period of greater than fourteen (14) days will be considered a violation.
- c) Fires for burning trash and debris must be attended at all times, and an appropriate means for extinguishing the fire must be immediately available.

No fill, topsoil, sand, gravel or any other materials shall be placed or stored on the road, road right-of-way, common areas or lands owned by others without express written permission from all owner(s) of record of lands affected.

In Phase VIII of The Coves of Sundown Lake metal sided buildings are only permitted on lots consisting of not less than five acres in area excluding all lands laying below the 835 foot plan datum elevation of the 1972 plan Lake Tubaugh Dam. Multiple lots owned by the same party may not be combined to meet the foregoing five acre minimum area requirement necessary to qualify a lot for a metal sided building in said Phase VIII.

No construction of any dwelling or accessory building shall commence on any portion of the subject property, before a driveway to any building site for any such dwelling or accessory building is completed at the owner's expense and approved in writing by the Chairperson of The Coves of Sundown Lake Owners Association. No such driveway shall be approved by the Chairperson of The Coves of Sundown Lake Owners Association unless it meets all standards specified on attached Exhibit A.

6. No tar paper siding or tar shingle siding is allowed on any structure placed on the property.
7. All structures erected on the property shall be promptly and expeditiously completed on their exterior, including paint or stain, on any exterior surface above the foundation within six months after construction is commenced.
8. Any structure used for human habitation must have a foot print of at least 1200 square feet if the basement level is not exposed on one full side and is not finished as living space. Any structure used for human habitation that has a finished lower level such as a walkout basement is considered living space, provided that the lower level is "at-grade" for one full side of the structure and must have a combined square footage of at least 1500 square feet of finished living space.
9. Should any improvements on the property be damaged by casualty, or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth.
10. No Commercial Timbering.
11. The property is restricted against commercialization.
12. No livestock other than horses shall be raised, bred or kept on any Lot, except dogs, cats or any other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet shall be maintained within the boundaries of the owner's Lot or otherwise kept on a leash. Equestrian facilities with a maximum of one horse per two acres or as regulated by any government authority are permitted.
13. Subdivision of any parcel created by Declarant (Secluded Land Company, LLC) within 10 years of the date of it's creation is not allowed except by Declarant (Secluded Land Company, LLC). Subdivision after 10 years is allowed only with written approval of The Coves of Sundown Lake Owners' Association.
14. Fishing and Boating on Sundown Lake is subject to the rules and regulations of The Coves of Sundown Lake Owners' Association.
15. No pier or dock shall be installed on any Lot without the prior written approval of The Coves of Sundown Lake Owners' Association. Length and configuration to be determined depending on individual parcel conditions.
16. During the time in which the Declarant is selling lots in this subdivision no advertising signs of any nature, including "For Sale" signs may be placed on the property except by the Declarant.
17. Any of these protective covenants may be superseded by previously recorded restrictive covenants, and/or by more restrictive government regulations.
18. Any of these protective covenants may be amended, as provided in Section 11 of this Declaration.
19. These protective covenants shall run with the land.

Addendum B-2

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20. Each lot owner has standing to sue for enforcement of any of these protective covenants.

21. In the event any portion of any of these protective covenants is judicially deemed invalid then the remaining portion of said protective covenants shall remain in full force and effect.”

22. No change in the grade of the land within 75 feet from the ordinary highwater mark of the lake without prior written approval from the Owners’ Association.

PC-2H (SL)

Addendum B-3

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